

COLONEL FLETCHER'S FATE.

It Depends Upon the Sealed Verdict of the Court Martial.

CLOSE OF THE GREAT TRIAL.

General Impression That the Defendant Has Been Found Not Guilty as to the Graver Charges—Notes.

Fletcher's Fate. At the assembling of the Fletcher court-martial yesterday morning the record of Tuesday was read and approved.

Captain Porter, the judge advocate, made a short speech, also for the prosecution. The court room was then ordered cleared at 11:30 o'clock, and the court went into consideration of the charges.

At 12:45 the doors were reopened and it was announced that a verdict had been reached. The import of it, however, could not be ascertained.

The defendant and counsel felt satisfied, because of the short time required to arrive at a conclusion, that the verdict was favorable to the accused. If the charges were sustained in any manner, they would be those in the main of minor importance. Speculation was pretty generally indulged among the members of the press as to what would be the outcome of the trial. Some held that Colonel Fletcher would be dismissed the service. Others that he would be honorably discharged. Others that he would be found guilty on some of the lighter charges and perhaps temporarily relieved of duty, which they said would virtually amount to a leave of absence.

It is understood that Dr. Frank L. Henderson, the gentleman who attacked Colonel Fletcher, has accepted for the collection of his contract. The gentleman is a young physician and is known now as the acting assistant surgeon of the fort, having been ordered there a few days ago. He is in charge at Bellevue, where he was succeeded by Acting Assistant Surgeon Henry S. Haskin. The cause of this transfer would be some of the best informed officers of the garrison. To them it appeared as if it were the intention to have the young gentleman near as possible at hand at the close of the trial, in the event of his being needed for any purpose. This hypothesis was based upon the understanding that Dr. Henderson was as amenable for his attack upon Colonel Fletcher as he would be if he were an enlisted man.

The theory, however, seems not to be a tenable one, because many of the best informed men in the service hold that no action in a military court could be brought against the doctor for his assault. What could be done, however, they said, would be to cancel Dr. Henderson's contract. The doctor holds this position himself, and further has announced that he has asked to have his contract canceled. He intends to take a trip to Europe and return in a few months. He found, he claims, life at the range a waste of time.

"What can be done with Lieutenant Wright, who was present when Fletcher was assaulted. Will he be charged as an accessory?"

"I don't think he will," said an officer. "It could not be proved that he knew what Henderson's intent in calling upon the colonel was. Besides, I think the authorities are tired of all this fuss. No matter how he has been treated, and the discredit it has reflected upon the service, and will be only too glad to drop it. Wright, anyway, in a couple of days goes to the school of instruction."

"How about Captain Dempsey's case?"

"There will be little, if anything, done with him, either."

"What has been Mrs. Fletcher's object in returning to Omaha. You remember when she left it was with the understanding that she would return to the city? Do you think she will be reconciled to her husband?"

"I cannot understand her return. It has taken us all by surprise. No matter how curious might prompt her to return. If it was a very serious case, I can hardly believe that she would return to her husband. Still, I cannot tell what she may do."

After Adjournment. Immediately after adjournment of court yesterday all the members came to town. They rendezvoused at the hotel where they were joined by a number of other officers and among the latter, particularly, the verdict was the engrossing subject of conversation.

Dr. Henderson was seen, and, when asked regarding his opinion as to what the verdict would be, said he did not know. He said he did not think Colonel Fletcher will be acquitted. He may get some light punishment—suspension for a time without pay.

"When will the verdict be known?"

"It depends. If it be a verdict of guilty it will take some time before it will be ascertained. The verdict will first go to the department commander. If it be an acquittal it will be announced immediately. If not, it will be forwarded to the president."

"What will he do with it?"

"He will review the case, and that may take half a year. In the meantime, there will be a chance for friends to work to secure executive clemency and all that, you know."

Lieutenant Wright, whose name figures above, said that of course he could not tell what would be the verdict. He knew, however, what he thinks it should be. It might be a favorable one, and yet Colonel might receive the whole of the penalty.

Another officer, holding an exalted position, in a conversation with the writer, said that he thought the verdict would be a severe one. Some pretty strong things had been told by some of the witnesses which he thought would not but that he did not think it was his duty to say so.

Besides, they had not impeached the testimony of Miss Miskew.

"Yes," said another officer, "and when witnesses' testimony is not impeached it tends to strengthen the testimony of an impeached witness who has sworn to the same statement of facts."

Captain Ray, acting judge advocate, said: "The entire proceedings in the case, with the verdict, will first go to the adjutant general of the department, and from there to the judge advocate of the department for examination as to correctness and legality. The judge advocate will then forward it to the commanding general of the department, who approves or disapproves of the action of the court. In all cases except dismissal, the commanding general will forward it to the president of the department."

As soon as the proceedings and finding of the court have been received at department headquarters, Captain P. H. Ray will examine them and will then proceed to Camp George Crook, near Fort Robinson, and deliver the papers to General Broome, who is with the troops in the field at that point.

Last night Captain Ray was ordered to proceed to Fort Robinson. There is no doubt that, when he leaves, he will bear the verdict with him.

Two of the prosecuting witnesses and Captain Clapp, counsel for the defense, were seen last night and it was their unanimous opinion that Colonel Fletcher had been acquitted so far as violating articles of war. He is being guilty of acts unwarranted as a soldier and a gentleman, was concerned, but that he had been found guilty of negligence of duty in leaving his post and not placing Captain Dempsey and Lieutenant Wright immediately under arrest.

The court will hold an informal session this morning to verify the record and then the officers will disperse to their various posts.

Mrs. Fletcher returned to Philadelphia yesterday.

MERCHANT RIVALS.

How Omaha's Princes Will Compete in the Great Coliseum.

Preparations for the exhibit at the Coliseum during Merchants' Week are being pushed forward with the greatest dispatch, and the building will be in condition by Monday next. The display will be one of the finest, if not the finest, ever seen in this city. The interior of the mammoth structure will be elaborately fitted up, the central portion floored, while the outer circles will be remodeled. At the north end will be the elegant model of Bartholdi's statue of liberty enlightening the world, which was shown at the exposition of 1876, and was arranged after statutory work. The band stand is in the center, and is elevated above the floor eight feet. It is sufficiently large to accommodate the four bands which have been engaged for the occasion. Every inch of space has been taken by exhibitors and the display will excite the expectations of even the most sanguine. Among the exhibitors are the following: Russell, Pratt & Co., T. H. Cotter, printer; Gwin & Danforth, printers; J. W. Rhinehart, printer; L. W. Wolfe & Co., Edholm & Akin, jewelers; Midland Electric company; Western Casket company, W. R. Bennett, & Co.; C. B. Moore & Co., Hayden & Co., T. W. Rhinehart, Kirk & Morrington, J. H. Brandeis & Sons, J. F. Robinson notary company, George Heyn photographer, A. Hardy & Co., Wm. Barry goods company, Kunkard & Glass, and Paint company, H. E. Gray, McCord, Brady & Co., D. M. Steele & Co., William Leslie, Dickey & Co., Goodrich & Co., J. W. Rhinehart, Orchard, Freeland & Loomis, Omaha business college, Consolidated coffee company, The E. M. Hulise company, W. S. Jones, Woodman Linsend Oil works, W. H. Spellman, Hamilton Bros., Rector & Delmely, W. C. Morse, J. C. L. Co., American hand-sewn shoe company, William Sawyer, Williams, Van Aornan & Arndt, Devey & Stone, Lee-Clarke-Anderson, Omaha Electric company, William Darst, J. A. Fuller & Co., Milton Rogers & Sons, Columbus Buggy company, Omaha Casket company, N. J. Hughes, William T. Bonner, A. Hooper, J. Richardson Drug company, Herman & Delches, Strang & Clark, Omaha Rubber company, J. H. Davis & Co., Molloy, Milburn & Stoddard, Kilpatrick-Koch, Co., Blake, Bruce & Co., Druse & Reynolds, Max Meyer & Hro., Sams Jewelry company, Omaha Medical institute, Mrs. J. Benson, and Kirkendall, Jones & Co.

New Instruments Filed for Record Yesterday—Yesterday's petition, a copy of which was introduced in the district court yesterday afternoon. It was a petition by Patrick J. Creedon setting forth the manner in which Baker Frank Murphy had become his debtor and refused to be anything else. The amount involved in the suit was \$10,915.00, with interest enough to swell the total to near \$13,000.

Case No. 1 is a divorce suit, 1887, plaintiff drew for Murphy plans and specifications of a two and one-half story house, to be erected at Twenty-second and Cass streets. Murphy changed his mind and concluded he wouldn't build there unless he could buy the lot adjoining his own; and when he found he couldn't buy it at his own price, he withdrew the idea of building and declined to pay Creedon for his labor, which the latter said was worth \$300.

No. 3 dates from February 7, 1888, when Murphy, it is alleged, thought he would have a frame house put up on the corner of the twentieth and Dodge streets. Creedon was employed to draw these plans also, and when they were almost completed and the specifications with them, Murphy's mind reversed, and he decided to build a stone house. This time the structure was to be two stories high, of brick and stone. Creedon was to have the contract for his labor in preparing the plans for the Dodge street residence. However, Creedon was again employed and in this instance he also got the contract. Creedon's work was at a cost of \$33,000. After the contract had been let to Creedon he purchased the necessary material and proceeded with his work at once. But Murphy's mind had changed again. This time he had bought lots on St. Mary's avenue and he would have the new house built there. In addition to this Creedon accepted, but the plans had to be reversed to fit the new location. Accordingly the plans were altered and the contract price increased to \$28,717. On job Creedon incurred an expense of \$3,847.50 before Murphy called a halt, at the same time paying to Creedon \$1,000.75. The labor and skill expended in preparing these plans Creedon valued at \$300, which he added to his long account. The cost of changing the plans he puts at \$10,000, and he claims that his profit on the work would have been but \$2,371.48, and that after crediting all payments there still remained due him on the contract \$1,401.13.

The fourth cause is alleged to be a reputation in the sum of \$5,000, said result resulting from the removal of the work from the substitution of other architects. Wherefore judgment is asked for the sum first named.

14-577 was a petition by Edward Mahony against the New York Central and North Western company to recover \$85.25.

New papers were filed in the following cases: 14-571: Emma Lovegreen vs Alfred N. Hagan and Mrs. Hagan, appellants; transcript.

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A Correction. In the special premiums offered at the Omaha fair D. W. Van Cott offers a diamond ring for the best silk patchwork quilt.

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All other special premiums were correctly published last Sunday.

THE UNION DEPOT. On Tenth street, immediately south of Pacific, the pavement fell into a hole nearly eight feet long and three feet wide.

At the intersection of Williams street and Tenth street, a hole nearly fifteen feet square. This was occasioned by the washing away of the earth beneath the pavement which at this place, is of a soft nature. The hole was about three feet deep, and the earth which once filled the hole has gone to the bottom of the hole. The hole was dissolved and thus was carried down the hill. This opinion is held to be correct, because of the washing away of the earth over down on the hill referred to. This is the second time this spot has been injured. In this case, the water, it is held, must have leaked from the sewer. From beneath the latter all the dirt had been washed, as also from beneath the gas pipe. The latter, however, was not injured. The water, it is held, was the filling up of the trench by the gas company. As yet the work has been done in the hole, and the hole is being solidly tramped as it is replaced.

But the greatest washout is that on Eleventh street south of Williams. Here there is a hole in the pavement nearly twenty feet wide and at least twenty feet deep. The earth has dissolved or run on either side into the draw which carries the city's sewer. The chasm is spanned by the double track of the Omaha motor line, which looks like a spider web over the hole. No further work is being done on the hole, and it is a party driving in the storm narrowly escaped falling into the washout, the dull, dead noise of the earth as it fell in a heap added to the horror of the scene.

A fence has been built around the place so that no vehicle may pass through the street between Williams and Center.

During twenty-five years trial, mortality, where Dr. Jeffers' preventive and cure for diphtheria and putrid sore throat (as in malignant scarlet fever) is used, is 1-10 of one per cent, or one in a thousand. Under other treatments in Europe and America, 50 to 80 per cent. Address Dr. Thos. Jeffers, box 67, Omaha, Neb. No physician required. Sent by express on receipt of price, \$3.

Two of a Kind. Richard E. Rankins was arrested by Officers Keyser and Kiasane Tuesday evening charged with living in adultery with Miss Agnes Eckland at 915 North Sixteenth street. The prosecution was instituted by Rankins' wife. His defense is counter-charge against his wife, implicating with her a prominent attorney of this city. Rankins says he caught her a number of times in compromising situations with other men after she had been married to him. He therefore left her and commenced living with the female mentioned above, whom he would have married had he been divorced from his wife. He did not suppose Mrs. Rankins would trouble him, as he has been separated from her for nearly three years.

CAVALRY MARKSMEN.

Scores Attained by Them at Bellevue Up to Yesterday.

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Competitors.	Monday.	Tuesday.	Wednesday.	Thursday.	Total.
J. P. Hughes, serg., 8th cav.	203	218	203	218	842
John M. O'Connor, corp., 8th cav.	203	218	203	218	842
Wm. H. Haldwin, farrier, 8th cav.	203	218	203	218	842
William Helly, corp., 8th cav.	203	218	203	218	842
Wm. H. Haldwin, farrier, 8th cav.	203	218	203	218	842
W. A. Holbrook, 2d lieut., 8th cav.	203	218	203	218	842
Matthew Steele, 2d lieut., 8th cav.	203	218	203	218	842
Robert Chaston, serg., 8th cav.	203	218	203	218	842

SEEKS A SEPARATION.

Mrs. J. J. Hardin Asks Divorce From Her Husband.

The wife of John J. Hardin, the sporting man, has commenced suit against him for divorce. She charges that he not only deserted her and went away fully intending never to return but has, since the 19th of last June, been living in open adultery at Denver, Pueblo, Georgetown, Leadville, and other Colorado points, with one Florence H. York. On the date mentioned, Mrs. Hardin says he secured a license from the authorities at Denver, and on the 20th of June, he married the pretense of having the marriage ceremony performed. The plaintiff and Hardin were married at St. Joseph, Mo., October 29, 1879. They have one child, a little girl nine years old. Mrs. Hardin states that her husband owns, in and about the north and south, much real estate, and that he is a gambler. She charges that he has a ten-year lease on the base ball grounds, which alone gives him an income of \$1,300 a year. His personal property is also valued at several thousand dollars. In addition to a divorce, she wants the maintenance of their child and one-half of all his worldly wealth. She asks for a divorce, and the return of the sporting firm of Penrose & Hardin, at the corner of Dodge and Thirtieth streets.

The Lingering Tennis Tourney. The tennis tournament, which is now dragging through its second week, attracted an unusually large crowd last evening, there being probably sixty persons present. Only four sets were played last evening—two of which were between Lathrop and Doane, and the other two between Lathrop and Doane. In the first set Lathrop did up his opponent by a score of 6 to 4. In the second set the tables were turned, and Doane won by a score of 6 to 4. A third and deciding set could not be played owing to the gathering darkness.

Doane and Phillips backed back the balls of Coombs and Eastman in another court, these doubles also playing but two sets, but the winner was not decided. In the first set, Doane and Phillips won by a score of 6 to 2. One of the players, received a bouquet of flowers from his opponent. The tournament continues to-night. No admission fee is being charged.

J. E. Montrose will sell at auction, September 5, at Frank Rawlin's stable, Lincoln, Neb., his entire stock of horses. Rye Duke, the strongest blooded Hambletonian stallion living, will be sold. A number of heavy mares, and a number of roadsters and draft horses, young stallions and fillies.

Attracted by Crowbars. The old worm-eaten saloon and hotel, which for many years occupied the southwest corner of Fourteenth and Harney streets, has been razed to the ground. Not a board remains upon a board. With it have gone a variety of episodes and events which would make, if put in print, a very interesting history of the city. The place was a German farmers' and, in fact, enjoyed their patronage until the day of its death. In its place will rise the new structure of the Pacific express company.

A Pointer—Mr. W. H. Collins is a Kansas City druggist who has made the business a success and is now sole owner of the Union Pacific saloon and hotel. He is a native of the west and enjoys a large patronage. He says: "Not from a financial standpoint, but on its merits, I candidly and cheerfully recommend Chamberlain's Colic, Cholera and Diarrhoea Remedy. It is the best of all remedies for the cure of cholera, and I have found an extensive sale for solely on their merits."

Ox-Team Progress. "There were only three teams at work grading Sherman avenue yesterday," said Dr. Mercer. "You can readily understand how rapidly such a force can finish the work."

"Has not the council resolved in favor of expediting the job and ordering it to be done as rapidly as possible?"

"I believe it did, but it doesn't seem to have the desired effect."

The city work, as has been mentioned, is generally understood, will have a serious effect on visitors to the Omaha fair.

Dr. Benjamin Dillard, druggist, at Aurora, Mo., says: "I sell a great quantity of S. S. S. for scurvy, eczema, rheumatism and other blood diseases. I have never heard of a case of failure to cure."

Bee Now Stands. The morning evening and Sunday Bee can be found regularly at the following places:

HOTELS. Paxton Hotel News Stand. Millard Hotel News Stand. Murray Hotel News Stand. Arcade Hotel News Stand. Union Pacific Hotel News Stand. Windsor Hotel News Stand. Canfield Hotel News Stand. S. J. Martin Hotel News Stand. Barker Hotel News Stand.

BOOK, NEWS AND TOBACCO. John C. Crow, 328 North Sixteenth. Dick Catterall, 306 North Sixteenth. N. M. Melville, 518 South Sixteenth. Frank Willard, 514 North Sixteenth. J. H. Reed, 1039 North Twenty-fourth. R. H. Hoy, 1115 North Twenty-fourth. R. H. Hoy, 1115 North Twenty-fourth. Frank Willard, 514 North Sixteenth. J. H. Reed, 1039 North Twenty-fourth. R. H. Hoy, 1115 North Twenty-fourth.

J. W. Shanahan, 908 South Thirtieth. J. A. Anderson, 1039 North Twenty-fourth. J. J. Fruhauf, 514 North Sixteenth. E. Wyman, 116 South Fifteenth. John Lemly, 1240 South Sixteenth. C. A. Crow, 328 North Sixteenth. J. A. Dodge, 1240 South Twenty-fourth. J. S. Canfield, 1304 Farnam. J. A. Anderson, 1039 North Twenty-fourth. W. R. Picard, 1235 St. Mary's avenue. W. R. Martin, 1235 St. Mary's avenue. S. M. Harting, 1235 St. Mary's avenue. Jas. Timmons, 20th and Lake, cable depot. B. K. Timmons, 15th and Capitol avenue.

E. F. Chastor, corner Leavenworth and South Twenty-ninth. S. S. Lanyon, 2805 Farnam. C. S. Torbett, 3119 Farnam.

ELEVATOR BOYS. Geo. Cooper, Mercantile Bank building. H. Huberman, Granite block. Clyde Katskin, Range Block.

SOUTH OMAHA. J. S. Stott, Postoffice. G. Reuther, at news stand on street. Patrons of The Bee will notice the above new agencies at drug stores and elevators, which have been placed for the further accommodation and convenience of our readers.

Persons who fail to procure The Bee when wanted, will suffer by reporting delays to the Bee office.

Abstracts of title to Wyoming oil lands furnished. Assessment work done and verified to by affidavit and certificate of recorder. Claims located. J. J. Corbett, Casper, Wyoming.

ELEGANT BARGAINS.

This week will positively close out the balance of our summer suits. Fall goods are coming in and room must be made for them. We have a few extra fine light weight suits for dress and business wear which we are ready to sacrifice. They are made of the choicest fancy worsteds and gotten up in A No. 1 style. No custom garment can beat them. They are suits for which merchant tailors would charge from \$40 to \$50. We have reduced them to less than the material in them is worth. It will be money in your pocket if you will avail yourself of this opportunity. These reductions hold good also in our boys' department. We are offering a lot of extremely fine boys' and childrens' suits at prices—you could not buy them a month ago for double the money.

In our furnishing department we have every day one thing or the other to close out. Today it is a little line of underwear, tomorrow a small lot of flannel shirts, of which the sizes are broken, etc. On all such goods we make prices which will tempt you into buying whether you need the goods or not.

We call particular attention in this department to several lots of Night Shirts which we are offering extremely low. One lot very good Shirts, plain and also fancy fronts and collars, at 50c. Another very fine Shirt, with elegant embroidered front and collar, at 80c.

In our Hat Department we are now opening our new Fall shapes. We have during the past few days made alterations which give us more room, and our Hat Department holds now the stock of two good sized local hat stores. We have a bewildering variety of Derbys and Soft Hats, and in prices the hat stores fall far behind us. No fictitious values on our Hats. You don't pay anything for a "swell" name in the lining. We sell you good dependable qualities, fashionable shapes and colors, at about one-half the prices